

the total cubic yards of debris delivered to the temporary site at the time the chips are removed to the final disposal site.

The load tickets under vegetative debris will be the same used for these purposes together with load tickets of other County contractors and County trucks.

County Obligations:

The County shall notify the Contractor when a "watch" has been established to put on notice. The County shall notify Contractor when a "warning" has been established so Contractor can move the crews and equipment required within four (4) hours distance from County.

The County shall furnish all information and documents necessary for the commencement of work including valid written Notices to Proceed.

The County will provide inspectors or Monitors for the monitoring of debris operations.

The County will assist Contractor in obtaining permits and licenses, to the extent reasonably possible, but such assistance will not reduce Contractor's obligation to obtain same.

Terms and conditions of Contract:

The Contractor will be required to enter into a non-exclusive contract with the County incorporating this Request for Proposal and the documents submitted by the entity requesting said proposals.

The Contractor shall not assign, transfer, or subcontract this contract either in whole, or in part, without prior written approval of the County.

Prices quoted on the proposal will be considered firm for each type work to be performed. Prices must be within acceptable FEMA guidelines.

The successful Contractor shall be awarded a contract for one (1) year with the option to renew the contract for two (2) additional one-year periods. Options for renewal will only be exercised upon mutual written agreement and approved by the County. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

Default/Failure to Perform:

The County shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful responder to meet any terms of this agreement, the County will notify the responder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the County notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: